RIGHT-OF-WAY CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of _____ 2021 (the "**Effective Date**"), by and the City of Ivins, Utah (the "**City**"), and Enlaw LLC, a Utah limited liability company or its successors and/or assigns ("**Enlaw**"). The City and Enlaw are sometimes referred to herein singularly as a "**Party**" and collectively as the "**Parties**."

Witnesseth:

WHEREAS, that certain right-of-way described on Exhibit A attached hereto (the "Property" or "Right-of-Way") located within the corporate boundaries of the City of Ivins, Utah, has been or will be dedicated by the owner thereof to the City;

WHEREAS, the Right-of-Way will include a perpetual utility easement for the purpose of permitting public and private utilities to be installed and maintained ("**Utilities**");

WHEARS, the Right-of-Way will eventually be paved and connected to a private road owned and maintained by Enlaw known as Black Desert Drive, as shown on Exhibit A;

WHEREAS, the City has raised certain concerns regarding the responsibility for and future maintenance of the Right-of-Way; and

WHEREAS, Enlaw, in order to in order to satisfy the concerns of the City, so as to receive permission to construct and maintain the Right-of-Way, has agreed to the terms, conditions and requirements set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

1) The Right-of-Way is described in Exhibits A and B, and upon the paving of the Right-of-Way, the Right-of-Way will be constructed substantially as described in Exhibit B.

2) The parties agree that the Right-of-Way shall from time to time require maintenance that could include grading, weeding, paving, removal of obstructions and restoration.

3) It is agreed that the repair and maintenance of the Right-of-Way will be the responsibility of Enlaw and its successors or assigns. Enlaw specifically agrees to keep the Right-of-Way substantially clear of weeds and other nuisances, and keep the Right-of-Way in a reasonably safe condition, suitable for travel.

4) As between Enlaw and the City, Enlaw acknowledges that, subject to the provisions of this Agreement, the maintenance and repair of the Right-of-Way is the sole responsibility of Enlaw, that the City is under no obligation to expend any public funds or to take any other action to maintain or improve the Right-of-Way. Notwithstanding the foregoing, nothing herein shall prevent Enlaw from requiring the providers and/or beneficiaries of the Utilities to bear the expense of installation and maintenance of such Utilities, including those expenses related to the repair of any damage to the Right-of-Way caused by such Utilities

5) The City agrees, upon approval of this Agreement, to permit the improvements described in the attached Exhibits A and B to be constructed on the Right-of-Way, subject to compliance with other applicable laws.

6) This Agreement is governed by, and construed in accordance with, the laws of the State of Utah without regard to principles of conflicts of laws.

7) This Agreement (including all Exhibits hereto, which Exhibits are hereby incorporated herein by this reference) represent the entire agreement of the Parties with respect to the subject matter hereof, and, accordingly, all understandings and agreements heretofore had between the Parties are merged in this Agreement and such other documents, which alone fully and completely express the agreement of the Parties. No amendment, surrender or other modification of this Agreement will be effective unless in writing and signed by the Party to be charged therewith.

8) This Agreement may be executed in several counterparts, all of which, when taken together, constitute one and the same instrument.

[Balance of page is intentionally blank; Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

THE CITY OF IVINS

By: _____
Name _____
Its: _____

ENLAW LLC

By: _____
Name _____
Its: _____

EXHIBIT A

EXHIBIT B